

STATE OF TEXAS
COUNTY OF TRAVIS

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**2017 SOFTWARE OPERATION AND MAINTENANCE CONTRACT
AMENDMENT #1 TO TJJD CONTRACT NUMBER CON0000699**

The Texas Juvenile Justice Department, hereinafter TJJD, and Texas Conference of Urban Counties, Inc., 500 W. 13th Street, Austin, Texas 78701, hereinafter **Service Provider**, acknowledge that they have previously entered into a contract for the provision of operation, maintenance, support, and enhancement services for TJJD's Juvenile Case Management System (JCMS) Basic (JCMS.Basic) web-based module software for the period of **January 1, 2017, through December 31, 2017**. This contract is identified as **CON0000699**.

Both parties wish to continue the relationship that exists without a lapse in services. Service Provider agrees to continue to provide services under the aforementioned existing contract, and TJJD agrees to continue to use Service Provider's services during the term of this contract.

Both parties represent and warrant that the individual signing this Amendment is authorized to sign this document on behalf of their party and to bind their party under this Amendment.

The parties hereto agree to be bound by the terms of the existing contract, subject to the following changes as permitted pursuant to **SECTION IV: GENERAL PROVISIONS, Article 12: Contract Amendment and Merger Clause**:

1. The term of the contract is being extended for one month, through **January 31, 2018**. Therefore:

- a. The contract preamble is amended to read as follows:

"...This contract expires on **January 31, 2018**..."

- b. **SECTION IV: GENERAL PROVISIONS, Article 11: Contract Term**, will read as follows:

"This contract will become effective **January 1, 2017, through January 31, 2018**. This contract may be extended through **December 31, 2018**, and in one (1) year increments thereafter, provided that both parties agree in writing. Any extensions shall be at the same terms and conditions, except for any approved changes. TJJD will also provide Service Provider written notice if it does not intend to extend the contract term."

- c. **SECTION II: TJJD**, is amended as follows to reflect payment for the one month extension:

1. TJJD will pay Service Provider a fee of **one million, two hundred fifty-two thousand, two hundred fifty dollars and zero cents (\$1,252,250.00)**, for the operation, maintenance, support, and enhancement of JCMS.Basic, representing forty percent (40%) of the annual cost of operation and maintenance of the TechShare.Juvenile – JCMS.Basic system as a whole, for the period of **January 1, 2017, through December 31, 2017**.

2. TJJD will pay Service Provider a fee of **ninety-nine thousand, eight hundred and thirty-three dollars and thirty-four cents (\$99,833.34)** as 1/12th the 2018 annual cost of the operation, maintenance, support, and enhancement of JCMS.Basic for the period of **January 1, 2018, through January 31, 2018**. Payment will be made upon receipt of invoice from Service Provider and in accordance with Chapter 2251 of the Texas Government Code.
3. TJJD will require all entities utilizing JCMS.Basic to execute the above-referenced ICC (**Exhibit A**)."

2. The contract is amended as follows under **SECTION III: CERTIFICATIONS:**

- a. Article 18 is deleted and replaced in its entirety with the following:

"Article 18: By signature hereon, Service Provider certifies that:

All statements and information prepared and submitted in relation to this contract are current, complete, and accurate."

- b. The following Articles 21 and 22 are added:

"Article 21: Prohibition on Contracts with Companies Boycotting Israel

If Service Provider is a "company," as defined under Texas Government Code Section 808.001(2), then pursuant to Texas Government Code Section 2270.002, by signing this contract Service Provider certifies that it is a company that does not "boycott Israel," as defined under Texas Government Code Section 808.001(1), and will not do so at any time during the term of this contract.

Article 22: Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations

If Service Provider is a "company" as defined as under Texas Government Code Section 806.001, then pursuant to Texas Government Code, Chapter 2252, Subchapter F, Service Provider certifies by signature that it is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization as identified on a list maintained under Texas Government Code Sections 806.051, 807.051, or 2252.153, and thus not prohibited from entering into this contract with TJJD or that it is a company affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization."

3. The contract is amended as follows under **SECTION IV: GENERAL PROVISIONS:**

- a. Article 1 is deleted and replaced in its entirety with the following:

"Article 1: Relationship of Parties

Service Provider is acting as an independent contractor and is wholly responsible for the day-to-day operations of its programs and employees. No joint venture, partnership, or agency exists, nor shall be implied by the terms of this contract. No

employee of Service Provider shall become an employee of TJJD by virtue of this contract.


Service Provider agrees and acknowledges that during the existence of this contract, Service Provider shall be entirely responsible for the liability and payment of Service Provider's and Service Provider's employees' taxes of whatever kind, arising out of the performance of this contract. Service Provider agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TJJD shall not be liable to Service Provider, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a TJJD or other state employee. Further, Service Provider shall indemnify and hold harmless TJJD, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments."

- b. The following Section 4 is added under **Article 7: Termination**:

"Section 4: Termination of this contract shall not release Service Provider from liability or obligation set forth in the contract that is expressly stated to survive termination or by its nature would be intended to be applicable following termination, including, but not limited to, provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fee verifications."

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year last below written.


For the Texas Juvenile Justice Department:



David Reilly, Executive Director
12/21/17

Date

For Service Provider:



Signature
John B. Dohill

Printed Name
12-21-17

Date

Approved as to form:



TJJJD Attorney
12/20/17

Date